

This Document Prepared By:

MONICA VELA
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To:

CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

Tax/Parcel #: 542171500

	[Space Above This Line for Recording Data]	
Original Principal Amount: \$119,408.00		FHA/VA/RHS Case No:
Unpaid Principal Amount: \$104,274.83		Redacted
New Principal Amount: \$117,973.85		Loan No: Redacted
New Money (Cap): \$13,699.02		

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 24TH day of JULY, 2018, between NOEMI ACOSTA ("Borrower"), whose address is 6833 RUTLAND STREET , PHILADELPHIA, PENNSYLVANIA 19149 and CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JANUARY 17, 2009 and recorded on JANUARY 29, 2009 in INSTRUMENT NO. 52019033, PHILADELPHIA COUNTY, PENNSYLVANIA, and (2) the Note, in the original principal amount of U.S. \$119,408.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 6833 RUTLAND STREET , PHILADELPHIA, PENNSYLVANIA 19149

Carrington Custom Loan Modification Agreement

Redacted



Redacted

the real property described is located in **PHILADELPHIA COUNTY, PENNSYLVANIA** and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **SEPTEMBER 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$117,973.85**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$13,699.02** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.7500%**, from **SEPTEMBER 1, 2018**. The yearly rate of **4.7500%** will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. **\$820.48**, beginning on the **1ST** day of **OCTOBER, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. **\$615.41**, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US **\$205.07**. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. If on **SEPTEMBER 1, 2048** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have

obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Subordinate Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Promissory Note/Subordinate Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Subordinate Note/Mortgage.

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the Modification Effective Date, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Modification Effective Date; Borrower will remain liable for any such costs, fees and/or expenses.



In Witness Whereof, I have executed this Agreement.

NOEMI ACOSTA
Borrower: **NOEMI ACOSTA**

7/31/18
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF PENNSYLVANIA
COUNTY OF Philadelphia

On this, the 31st day of July, 2018, before me
LaNeise E. Sanford, the undersigned officer, personally appeared **NOEMI**
ACOSTA, known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that (he/she/they) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal

LaNeise E. Sanford
Notary Public

Printed Name: LaNeise E. Sanford

My Commission expires:
January 8, 2021

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

LaNeise E. Sanford, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 8, 2021



In Witness Whereof, the Lender has executed this Agreement.

**CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF
BANK OF AMERICA, N.A**

By [Signature] (print name) AUG 03 2018 Date
Justin Covington, Director Special Servicing (title)
For Carrington Mortgage Services, LLC Attorney in Fact
[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 8-3-18 before me Alex J Santa Maria Notary Public,
personally appeared Justin Covington, the Director, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

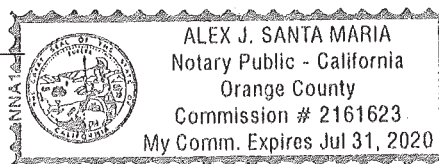


EXHIBIT A

BORROWER(S): NOEMI ACOSTA

LOAN NUMBER: Redacted

LEGAL DESCRIPTION:

The land referred to in this document is situated in the STATE OF PENNSYLVANIA, COUNTY OF PHILADELPHIA, CITY OF PHILADELPHIA, and described as follows:

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, DESCRIBED ACCORDING TO A SURVEY AND PLAN THEREOF MADE BY AMOS B. ENGLE, ESQUIRE, SURVEYOR AND REGULATOR, OF THE 8TH SURVEY DISTRICT ON 05/01/1941, AS FOLLOWS, TO WIT:
SITUATE ON THE SOUTHEASTERLY SIDE OF RUTLAND STREET (40 FEET WIDE) AT THE DISTANCE OF 319 FEET 1/2 OF AN INCH NORTHEASTWARDLY FROM THE NORTHEASTERLY SIDE OF KNORR STREET (60 FEET WIDE) IN THE 54TH WARD OF THE CITY OF PHILADELPHIA.
CONTAINING IN FRONT OR BREADTH ON THE SAID SOUTHEASTERLY SIDE OF RUTLAND STREET 18 FEET 2-1/2 INCHES AND EXTENDING OF THAT WIDTH IN LENGTH OR DEPTH SOUTHEASTWARDLY BETWEEN PARALLEL LINES AT RIGHT ANGLES TO SAID RUTLAND STREET 78 FEET 4 INCHES TO THE CENTER LINE OF A CERTAIN 14 FEET WIDE DRIVEWAY, WHICH EXTENDS SOUTHWEST INTO KNORR STREET AND NORTHEAST INTO A CERTAIN OTHER 14 FEET WIDE DRIVEWAY WHICH EXTENDS NORTHWEST INTO RUTLAND STREET

ALSO KNOWN AS: 6833 RUTLAND STREET, PHILADELPHIA, PENNSYLVANIA 19149



Date: JULY 24, 2018

Loan Number: Redacted

Lender: CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT
OF BANK OF AMERICA, N.A

Borrower: NOEMI ACOSTA

Property Address: 6833 RUTLAND STREET , PHILADELPHIA, PENNSYLVANIA 19149

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


Borrower: NOEMI ACOSTA

7/31/18
Date

Date: JULY 24, 2018

Loan Number: Redacted

Lender: CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT
OF BANK OF AMERICA, N.A

Borrower: NOEMI ACOSTA

Property Address: 6833 RUTLAND STREET , PHILADELPHIA, PENNSYLVANIA 19149

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND
AUTHORIZED AGENT OF BANK OF AMERICA, N.A

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period .

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.


Borrower: NOEMI ACOSTA

7/31/18
Date

CERTIFICATE OF RESIDENCE

TITLE OF DOCUMENT
LOAN MODIFICATION AGREEMENT

BETWEEN:

NOEMI ACOSTA (assignor/Mortgagor/grantor)

AND:

**CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK
OF AMERICA, N.A** (assignee/Mortgagee/grantee)

I do hereby certify that the precise address of the within named Mortgagee is:

**CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK
OF AMERICA, N.A
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806**

By: 

Print Name: Gus Meraz

Title: HRD post closing CMs

 Redacted

CARRINGTONMORTGAGE SERVICES, LLC
NMLS ID 47609

P.O. Box 3010 | Anaheim, CA 92803

Carrington Mortgage Services, LLC (CMS)

Name Affidavit

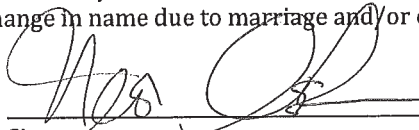
Dear Mortgagor(s):

Carrington Mortgage Services, LLC (CMS) requires that you complete this Name Affidavit if your name has been changed since the origination of your mortgage loan and/or does not match the name as it appears directly below and within the enclosed Documents.


A Name Affidavit is also referred to as:


Also Known As Certificate / AKA Statement – To show variations of your name used to execute other documents

Now Known As Certificate / NKA Statement – To show a change in name due to marriage and/or divorce

NOEMI ACOSTA

 Signature

THIS IS TO CERTIFY THAT MY/OUR LEGAL SIGNATURE(S) IS/ARE AS WRITTEN AND TYPED BELOW. This signature must exactly match signatures on all Documents.

I, **NOEMI ACOSTA**, certify that I am also known as:

 Print Name (Variation)


 Sample Signature (Variation)

Print Name (Variation)

Sample Signature (Variation)

STATE OF:

Pennsylvania

COUNTY OF:

PhiladelphiaSubscribed and sworn to before me this 31st day of July, 2018, by LaNeise E. Sanford

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


 Notary Public

Commission No:

1273834

Commission Expiration:

January 8, 2021

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

 LaNeise E. Sanford, Notary Public
 City of Philadelphia, Phila. County
 My Commission Expires January 8, 2021